EXHIBIT 2

POLICY CHANGES

Policy Change Number ¹¹

POLICY NUMBER	POLICY CHANGE	COMPANY
73 APS 062435	EFFECTIVE 9/21/16 12:01 am	National Liability & Fire Insurance Company
NAMED INSURED		AUTHORIZED REPRESENTATIVE
RIATA CATTLE COMPANY, INC.		
COVERAGE PARTS AFFECTED		
See Attached Pages.		
	CHANGES	
See Attached Pages.		
		0.240
	Prorate: Additional Premium:	U.318
	Return Premium:	7,402
Anti-Theft Assessment:	\$0.00	

Endorsement # 11

In consideration of a return premium shown below, the policy CEASES to cover the following vehicles.

Ad d	Ve h	Year	Make	Model	VIN	Use	Rad	Gar Terr	Gar City, State	GVW/ Seat
D	2	2004	WILSON	TRAILER	1W1UCSYJX4D528120	С	Unl.	356	LYFORD, TX	45,001
D	4	2015	PETERBILT	TRACTOR	1NPXGGGG40D280142	С	Uni.	356	LYFORD, TX	45,001

		Nev	v Annual Pre	mium		Prorated Premium							
Ve	Liab	UM	UIM	Med Pay	PIP	Liab	UM	UIM	Med	PIP			
h									Pav				
2						-256				-4			
4						-2,558				-39			
		-			Subtotal	-2,814				-43			

* UM Coverage includes UMPD

Endorsement # 11

In consideration of a return premium shown below, the policy CEASES to cover the following vehicles.

0.4	Ve	V	RA-I	Model	VIN Use	D- 4	C	Car City, State	GVW/	Limit	S Spec			
Ad d	h	Year	Make	Model	VIN	use	Kau	Ter	Gar City, State	Seat	Stated Amt or ACV	С	of Loss/	Coll Deduct
D	2	2004	WILSON	TRAILER	1W1UCSYJX4D528120	С	Unl	356	LYFORD, TX	45,001				
D	4	2015	PETERBILT	TRACTOR	1NPXGGGG40D280142	С	Unl	356	LYFORD, TX	45,001				

	Apnual Premium						Prorated Premium					
\ \r	Add'l	In Tour	Carma	Other	Physical Damage		Add'l	In-Tow	Carma	Other	Physical	l Damage
Ve h	Insd	In-Tow	Cargo	Other	Spec/ Comp	Coll	Insd	in-Tow	Cargo	Other	Spec/ Comp	Coll
2												-643
4												-3,902
						Subtotal						-4,545

POLICY CHANGES

Policy Change Number ¹⁰

POLICY NUMBER 73 APS 062435	EFFECTIVE 7/12/16 12:01 am	COMPANY National Liability & Fire Insurance Company
NAMED INSURED		AUTHORIZED REPRESENTATIVE
RIATA CATTLE COMPANY, INC.		
COVERAGE PARTS AFFECTED		
See Attached Pages.		
	CHANGES	
See Attached Pages.		
	Prorate: Additional Premium:	
	Return Premium:	
	Notalii i reilialii.	

Endorsement # 10
Trailer Re-association

						U	se	Old Annual Premium						
	Veh #	Year	Make	Model	VIN	Old	New	Liab	UM	UIM	Med Pay	PIP		
İ	6	2016		TRAILER	1W16502A9G5550253	С	С	402	incl.*	٠		i		

		New	Annual Premi	ium			Pro	rated Premiu	m		
Veh #	Liab	UM	PIP	Med Pay	OBEL	Liab	UM	PIP	Med Pay	OBEL	Subtotal by Vehicle
6	804		12			206		3			209
				,	Subtotal	206		3			

Endorsement # 10
Trailer Re-association

					U	se	Old Annual Premium							
Veh #	Year	Make	Model	VIN	Old	New	Comp	Spec Causes of Loss	Coll	In-tow	Cargo	Add'l Insd/ Lessor	Other	
6	2016		TRAILER	1W16502A9G5550253	С	С	Incl.		4,024					

	New Annual Premium						Prorated Premium						
Veh #	Add'l Insd	In-Tow	Cargo	Other	Physical Spec/ Comp	LDamage Coll	Add'l Insd	In-Tow	Cargo	Other	Physical Spec/ Comp	Damage Coll	
6					Incl.	4,024							
	Subtotal												

POLICY CHANGES

Policy Change Number ⁹

POLICY NUMBER	POLICY CHANGE EFFECTIVE	COMPANY
73 APS 062435	7/12/16 12:01 am	National Liability & Fire Insurance Company
NAMED INSURED		AUTHORIZED REPRESENTATIVE
RIATA CATTLE COMPANY, INC.		
COVERAGE PARTS AFFECTED		
See Attached Pages.		
	CHANGES	
See Attached Pages.		
	Prorate:	
		11,095
	Return Premium:	

Case 7:20-cv-00234 Document 20-2 Filed on 05/03/21 in TXSD Page 9 of 70

Policy Number: 73 APS 062435

Endorsement #9

In consideration of an additional premium shown below, the policy EXTENDS to cover the following vehicles.

Ad d	Ve h	Year	Make	Model	VIN	Use	Rad	Gar Terr	Gar City, State	GVW/ Seat
Α	8	2016	PETERBILT	TRACTOR	1NPXGGGG20D370809	С	Unl.	356	LYFORD, TX	45,001

		Nev	v Annual Prei	mium			Pro	rated Premiu	ım	
Ve	Liab	UM	UIM	Med Pay	PIP	Liab	UM	UIM	Med	PIP
h									Pav	
8	8,043	Incl.*			123	4,118	Incl.*			63
-					Subtotal	4,118				63

Policy Number: 73 APS 062435

Endorsement # 9

In consideration of an additional premium shown below, the policy EXTENDS to cover the following vehicles.

											Ph	vsic	al Damad	е
Ad d	Ve h	Year	Make	Model	VIN	Use	Rad	Gar Ter	Gar City, State	GVW/ Seat	Limit Stated Amt or ACV	SC	Spec Causes of Loss/ Comp Deduct	Coll Deduct
Α	8	2016	PETERBILT	TRACTOR	1NPXGGGG20D370809	С	Uni	356	LYFORD, TX	45,001	170,026	С	1,000	1,000

		A	nnual Premiui	n			Prorated Premium						
1,,, 1	Add'l	In-Tow	Carma	Other	Physica	I Damage	Add'l	In Tour	Carma	Other	Physica	I Damage	
Ve h	Insd	In-TOW	Cargo	Olliei	Spec/ Comp	Coll	Insd	In-Tow	Cargo	Other	Spec/ Comp	Coll	
8					Incl.	13,503	·				Incl.	6,914	
						Subtotal						6,914	

Endorsement # 9 COMMERCIAL AUTO

CA 99 44 12 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- **C.** We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

Policy Number 73 APS 062435

Company National Liability & Fire Insurance Company

Insured RIATA CATTLE COMPANY, INC.

Effective Dates 07/12/2016 12:01 AM to 01/15/2017 12:01 AM

Secured Party FIRST COMMUNITY BANK 806 S. 77 SUNSHINE STRIP

806 S. 77 SUNSHINE STRIP HARLINGEN, TX 78550

Veh#	Year, Make, Model	VIN	Limit of Insurance	Comp Deduct	Spec C of L Deduct	Collision Deduct	
8	2016 PETERBILT TRACTOR	1NPXGGGG20D370809	170,026	1,000		1,000	

POLICY CHANGES

Policy Change Number ⁸

POLICY NUMBER 73 APS 062435	POLICY CHANGE EFFECTIVE 6/15/16 12:48 pm	COMPANY National Liability & Fire Insurance Company
NAMED INSURED	<u> </u>	AUTHORIZED REPRESENTATIVE
RIATA CATTLE COMPANY, INC.		
COVERAGE PARTS AFFECTED		
See Attached Pages.		
	CHANGES	
See Attached Pages.		
	Prorate:	0.586
	Additional Premium:	
	Return Premium:	240

Endorsement # 8
Trailer Re-association

					U	se	Old Annual Premium					
Veh #	Year	Make	Model	VIN	Old	New	Liab	UM	UIM	Med Pay	PIP	
6	2016		TRAILER	1W16502A9G5550253	С	С	804	incl.*			12	

		New	Annual Premi	ium			Pro	orated Premiu	m]
Veh #	Liab	UM	PIP	Med Pay	OBEL	Liab	UM	PIP	Med Pay	OBEL	Subtotal by Vehicle
6	402		6			-236		-4			-240
				,	Subtotal	-236		-4			

Endorsement # 8
Trailer Re-association

	Vob Voor				Use		Old Annual Premium						
Veh #	Year	Make	Model	VIN	Old	New	Comp	Spec Causes of Loss	Coll	In-tow	Cargo	Add'l Insd/ Lessor	Other
6	2016		TRAILER	1W16502A9G5550253	С	С	Incl.		4,024				

		New	Annual Prem	ium			Prorated Premium						
Veh #	Add'l Insd	In-Tow	Cargo	Other	Physical Spec/ Comp	Damage Coll	Add'l Insd	In-Tow	Cargo	Other	Physical Spec/ Comp	Damage Coll	
6					Incl.	4,024					,		
	Subtota						·						

POLICY CHANGES

Policy Change Number ⁷

POLICY NUMBER 73 APS 062435	POLICY CHANGE EFFECTIVE 6/15/16 12:48 pm	COMPANY National Liability & Fire Insurance Company
NAMED INSURED		AUTHORIZED REPRESENTATIVE
RIATA CATTLE COMPANY, INC.		
COVERAGE PARTS AFFECTED		•
See Attached Pages.		
	CHANGES	
See Attached Pages.		
		0.505
	Prorate: Additional Premium:	0.500
	Return Premium:	12,697

Endorsement #7

In consideration of a return premium shown below, the policy CEASES to cover the following vehicles.

Ad d	Ve h	Year	Make	Model	VIN	Use	Rad	Gar Terr	Gar City, State	GVW/ Seat
D	7	2016	PETERBILT	TRACTOR	1NPXGGGG20D370809	С	Unl.	356	LYFORD, TX	45,001

		Nev Nev	w Annual Prei	mium			Pro	rated Premiu	m	
Ve	Liab	UM	UIM	Med Pay	PIP	Liab	UM	UIM	Med	PIP
h									Pav	
7		·				-4,713				-72
		-			Subtotal	-4,713				-72

07/20/2016 09:10 B09BB5DF-AF82-4DAC-B1FD-EBC306F84E23

Policy Number: 73 APS 062435

Endorsement #7

In consideration of a return premium shown below, the policy CEASES to cover the following vehicles.

											Ph	vsic	al Damad	е
Ad d	Ve h	Year	Make	Model	VIN	Use	Rad	Gar Ter	Gar City, State	GVW/ Seat	Limit Stated Amt or ACV	၈ ပ	Spec Causes of Loss/ Comp Deduct	Coll Deduct
D	7	2016	PETERBILT	TRACTOR	1NPXGGGG20D370809	С	Unl	356	LYFORD, TX	45,001				

	Annual Premium							Prorated Premium						
1,	Add'l	In-Tow	Carma	Other	Physical	Physical Damage		In-Tow	Carma	Other	Physica	I Damage		
Ve h	Insd	111-1 OW	Cargo	O.Hoi	Spec/	Coll	Add'l Insd	111-10W	Cargo	O I I I I	Spec/ Comp	Coll		
 ''- 	mau				Comp		msa				Comp			
												-7,912		
						Subtotal						-7,912		

Endorsement # 6 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- **C.** We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

CA 99 44 12 93

D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

1.000

Policy Number 73 APS 062435

2016 PETERBILT TRACTOR

Company National Liability & Fire Insurance Company

Insured RIATA CATTLE COMPANY, INC.

Effective Dates 06/15/2016 12:48 PM to 01/15/2017 12:01 AM

Secured Party FIRST COMMUNITY BANK 806 S. 77 SUNSHINE STRIP HARLINGEN, TX 78550

Limit of Comp Spec C of L Collision
Veh # Year, Make, Model VIN Insurance Deduct Deduct Deduct

1NPXGGGG20D370809

170.026

1.000

POLICY CHANGES

Policy Change Number__5_

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
73 APS 062435	06/15/2016 12:48 PM	National Liability & Fire Insurance Company
NAMED INSURED		AUTHORIZED REPRESENTATIVE
DIATA CATTI E COMPANIV INC		
RIATA CATTLE COMPANY, INC.		
COVERAGE PARTS AFFECTED		
	CHANGES	
The following Loss Payee(s) have been re	moved from the associated vehicles:	
Veh#7 - 2016 PETERBILT TRACTOR 1NPX	GGGG20D370809 FIRST COMUNITY	Y BANK
		Additional Premium:
		Return Premium:

IL 12 01 11 85

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POLICY CHANGES

Policy Change Number ⁴

73 APS 062435	EFFECTIVE 6/15/16 12:48 pm		COMPANY National Liability & Fire Insurance Company
NAMED INSURED		i i	AUTHORIZED REPRESENTATIVE
RIATA CATTLE COMPANY, INC.			
COVERAGE PARTS AFFECTED			
See Attached Pages.			
	CHANGES		
See Attached Pages.			
	Prorate:		
	Additional Premium: Return Premium:	240	
	Keturn Premium.		

Endorsement # 4
Trailer reassoc. v#6

						U	se	Old Annual Premium					
	Veh #	Year	Make	Model	VIN	Old	New	Liab	UM	UIM	Med Pay	PIP	
İ	6	2016		TRAILER	1W16502A9G5550253	С	С	402	Incl.*			6	

		New	Annual Premi	ium							
Veh	Liab	UM	PIP	Med Pay	OBEL	Liab	UM	PIP	Med Pay	OBEL	Subtotal by
#											Vehicle
6	804		12			236		4			240
1					Subtotal	236		4			

Endorsement # 4
Trailer reassoc. v#6

						U	se			Old Ar	nual Pren	nium		
- 1	eh #	Year	Make	Model	VIN		New	Comp	Spec Causes of Loss	Coll	In-tow	Cargo	Add'l Insd/ Lessor	Other
\vdash	6	2016		TRAILER	1W16502A9G5550253	С	С	Incl.	0.200	4,024				

		New	Annual Prem	ium			Prorațed Premium						
Veh	Add'l Insd	In-Tow	Cargo	Other	Physical Spec/ Comp			In-Tow	Cargo	Other	Physica Spec/ Comp	l Damage Coll	
6					Incl.	4,024							
	Subtotal												

POLICY CHANGES

Policy Change Number ³

POLICY NUMBER 73 APS 062435	EFFECTIVE 6/15/16 12:48 pm		COMPANY National Liability & Fire Insurance Company
NAMED INSURED			AUTHORIZED REPRESENTATIVE
RIATA CATTLE COMPANY, INC.			
COVERAGE PARTS AFFECTED			
See Attached Pages.			
	CHANGES		
See Attached Pages.			
	Prorate:	0.586	
	Additional Premium:		
	Return Premium:		

Endorsement #3

In consideration of an additional premium shown below, the policy EXTENDS to cover the following vehicles.

Ac d	Ve h	Year	Make	Model	VIN	Use	Rad	Gar Terr	Gar City, State	GVW/ Seat
Α	7	2016	PETERBILT	TRACTOR	1NPXGGGG20D370809	С	Unl.	356	LYFORD, TX	45,001

		Nev	v Annual Pre	mium			Pro	rated Premiu	m	
Ve	Liab	UM	UIM	Med Pay	PIP	Liab	UM	UIM	Med	PIP
h									Pav	
7	8,043	Incl.*			123	4,713	Incl.*			72
-					Subtotal	4,713				72

Policy Number: 73 APS 062435

Endorsement #3

In consideration of an additional premium shown below, the policy EXTENDS to cover the following vehicles.

											Ph	vsic	al Damaq	е
Ad d	Ve h	Year	Make	Model	VIN	Use	Rad	Gar Ter	Gar City, State	GVW/ Seat	Limit Stated Amt or ACV	s C	Spec Causes of Loss/ Comp Deduct	Coll Deduct
Α	7	2016	PETERBILT	TRACTOR	1NPXGGGG20D370809	С	Unl	356	LYFORD, TX	45,001	170,026	С	1,000	1,000

		Α	nnual Premiu	m			Prorated Premium						
Ve	Add'l	In-Tow	Cargo	Other	Physica	Physical Damage		In-Tow	Carno	Other	Physica	l Damage	
h	Insd	111-10W	Cargo	Guici	Spec/ Comp	Coll	Add'l Insd	111-1044	Cargo	Galoi	Spec/ Comp	Coll	
7					Incl.	13,503					Incl.	7,912	
	Subtotal					Subtotal						7,912	

Endorsement # 3 **COMMERCIAL AUTO** CA 99 44 12 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

1.000

Policy Number 73 APS 062435

Company National Liability & Fire Insurance Company

RIATA CATTLE COMPANY, INC. Insured

06/15/2016 12:48 PM Effective Dates 01/15/2017 12:01 AM

Secured Party FIRST COMUNITY BANK 806 S 77 SUNSHINE STRIP SAN ANTONIO, TX 78220

2016 PETERBILT TRACTOR

Spec C of L Limit of Collision Comp Veh # Year, Make, Model VIN Insurance Deduct 1NPXGGGG20D370809

170.026

1.000

POLICY CHANGES

Policy Change Number ²

POLICY NUMBER	POLICY CHANGE	COMPANY
73 APS 062435	EFFECTIVE 4/5/16 3:48 pm	National Liability & Fire Insurance Company
NAMED INSURED		AUTHORIZED REPRESENTATIVE
RIATA CATTLE COMPANY, INC.		
COVERAGE PARTS AFFECTED		
See Attached Pages.		
	CHANGES	
See Attached Pages.		
	Prorate:	0.781
	Additional Premium:	
	Return Premium:	319

Endorsement # 2
TRAILER RE-ASSOCIATION

					Use		Old Annual Premium					
Ve h	Year	Make	Model	VIN	Old	New	Liab	UM	UIM	Med Pay	PIP	
6	2016	WILSON	TRAILER	1W16502A9G5550253	С	С	804	Incl.*			12	

	New Annual Premium						Prorated Premium						
Ve h	Liab	UM	PIP	Med Pay	OBEL	Liab	UM	PIP	Med Pav	OBEL	Subtotal by Vehicle		
6	402		6			-314		-5			-319		
,					Subtotal	-314		-5					

Endorsement # 2
TRAILER RE-ASSOCIATION

	Va Vaar				Use		Old Annual Premium						
Ve	Year	Make	Model	VIN			Comp	Spec	Coll	In-tow	Cargo	Add'l	Other
h					Old	New		Causes of Loss				Insd/ Lessor	
6	2016	WILSON	TRAILER	1W16502A9G5550253	С	С	Incl.		4,024				

	New Annual Premium							Prorated Premium						
Ve	Add'l	In-Tow	Cargo	Other	Phys	ical	Add'I	In-Tow	Cargo	Other	Phys	ical		
h	Insd	III-10W	Cargo	Gaioi	Spec/ Comp			III-10W	Cargo	Outer	Spec/ Comp	Coll		
6					Incl.	4,024								
						Subtotal								

POLICY CHANGES

Policy Change Number ¹

POLICY NUMBER	POLICY CHANGE EFFECTIVE	COMPANY
73 APS 062435	4/5/16 3:48 pm	National Liability & Fire Insurance Company
NAMED INSURED	,	AUTHORIZED REPRESENTATIVE
RIATA CATTLE COMPANY, INC.		
COVERAGE PARTS AFFECTED		•
See Attached Pages.		
	CHANGES	
See Attached Pages.		
		0.794
	Prorate: Additional Premium:	
	Return Premium:	

Endorsement #1

In consideration of a return premium shown below, the policy CEASES to cover the following vehicles.

Ad d	Ve h	Year	Make	Model	VIN	Use	Rad	Gar Terr	Gar City, State	GVW/ Seat
D	1	2000	PETERBILT	TRACTOR	1XP5DB9X2YD504459	С	Unl.	356	LYFORD, TX	45,001

		Nev	w Annual Prei	mium		Prorated Premium							
Ve	Liab	UM	UIM	Med Pay	PIP	Liab	UM	UIM	Med	PIP			
h									Pav				
1						-6,282				-96			
					Subtotal	-6,282				-96			

^{*} UM Coverage includes UMPD

Policy Number: 73 APS 062435

Endorsement #1

In consideration of a return premium shown below, the policy CEASES to cover the following vehicles.

											Ph	vsic	al Damaq	e
A d	d Ve	Yea	Make	Model	VIN	Use	Rad	Gar Ter	Gar City, State	GVW/ Seat	Limit Stated Amt or ACV	ø c	Spec Causes of Loss/ Comp Deduct	Coll Deduct
D	1	200	PETERBILT	TRACTOR	1XP5DB9X2YD504459	С	Unl	356	LYFORD, TX	45,001				

	Annual Premium						Prorated Premium						
Ve	Add'l	In-Tow	Carno	Other	Physical	Physical Damage Spec/ Comp Coll		In-Tow	Carno	Other	Physica	l Damage	
h	Insd	III-10W	Cargo	- Cuici				111-1044	Cargo	Gaici	Spec/ Comp	Coll	
1												-2,030	
	Subto					Subtotal						-2,030	

M-5445 (01/2010)

FORM F UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ENDORSEMENT

It is agreed that:

- 1. The certification of the policy, as proof of financial responsibility under the provisions of any State motor carrier law or regulation promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and limits of liability required thereby; provided only that the insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.
- 2. This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the company or the insured giving thirty (30) days notice in writing to the State Commission with which such certificate has been filed, such thirty (30) days notice to commence to run from the date the notice is actually received in the office of such Commission.
- 3. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance has been filed with the State Commission indicated below:

X - Indicated State Commission with whom Uniform Motor Carrier Bodily Injury and Property Damage Liability

Alabama	Illinois	Montana	Rhode Island	
Alaska	Indiana	Nebraska	South Carolina	
Arizona	Iowa	Nevada	South Dakota	
Arkansas	Kansas	New Hampshire	Tennessee	
Califomia	Kentucky	New Jersey	Texas	X
Colorado	Louisiana	New Mexico	Utah	
Connecticut	Maine	New York	Vermont	
Delaware	Maryland	North Carolina	Virginia	
District of Columbia	Massachusetts	North Dakota	Washington	
Florida	Michigan	Ohio	West Virginia	
Georgia	Minnesota	Oklahoma	Wisconsin	
Hawaii	Mississippi	Oregon	Wyoming	
Idaho	Missouri	Pennsylvania		

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

Attached to and forming part of policy No.	73APS062435	
Issued by National Liability & Fire Insura	ance Company	, herein called
Company, of	e 1400, Omaha, NE 68102-1944	
To RIATA CATTLE COMPANY, INC.	of RAYMONDVILLE, TX	
Dated at Omaha, NE	thisday of _	January , 20 _ 16
	Countersigned by	Jon y J
		Authorized Representative

This form determined by the National Association of Regulatory Utilities Commissioners and promulgated pursuant to the provisions of Section 202(b)(2) of the Interstate Commerce Act (49 U.S.C. § 302[b][2]) and 49 CFR § 387.301.

National Liability & Fire Insurance Company

A STOCK COMPANY

COMMERCIAL POLICY

Report $\underline{\underline{\mathsf{ALL}}}$ Accidents To:

1-800-356-5750

24 Hour Toll Free

IMPORTANT NOTICE TO AUTOMOBILE POLICYHOLDERS

If any new or replacement drivers are hired during the term of this policy, notify the company immediately. Failure to do so may result in termination of your policy.

THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGE, COVERAGE FORM AND ENDORSEMENTS, IF ANY, COMPLETE THIS POLICY. THIS POLICY IS A LEGAL CONTRACT BETWEEN THE POLICY OWNER AND THE COMPANY.

READ YOUR POLICY CAREFULLY

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COMMON POLICY CONDITIONS

All Coverages included in this policy are subject to the following conditions:

A. CANCELLATION

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 10 days before the effective date of cancellation if we cancel for any other reason
- We will mail or deliver our notice to the first
 Named Insured's last mailing address known to
 us
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date at 12:01 a.m. unless another time is stated on the cancellation notice.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

- 1. Make inspections and surveys at any time;
- Give you reports on the condition we find; and
- 3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- 1. Are safe or healthful; or
- Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

- 1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom.
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishings by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material,"
"Special nuclear material" or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

M-4600a (04/2003) Page 3 of 3

73APS053937	NAME AND POST OF PARTY OF PARTY.				
RENEWAL OF NUMBER	NATIONAL LIABILITY	Y & FIRE INSURAN	CE COMPANY	☐ The Declarations	
	STAMF	ORD, CONNECTICUT		include a second p designated "Part 2	
73 APS 062435	BUSINESS AUTO	COVERAGE DECLA	RATIONS	designated Fait 2	•
TEM ONE NAMED INSURED & ADDRESS					
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RAYMONDVILLE, TX 78580			ANTONIO, TX 78232	. 130	
TO ATMIONIZATION TO THE TAXABLE PROPERTY.			,		
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IAMED INSURED'S BUSINESS:	ATTLE HAULER				
OLICY PERIOD: Policy covers FROM	01/15/2016 12:01 AM	TO 01/15/201 7		Standard Time at the Na dress stated above.	med
TEM TWO – SCHEDULE OF COVERAGES AT This policy provides only those coverages when hose "autos" shown as covered "autos". "Autosymbols from the COVERED AUTO Section of COVERAGES	ere a charge is shown in the pre tos" are shown as covered "autos	s" for a particular coverage Form next to the name of th	by the entry of one or more	of the	PREMIUM
	Business Auto Coverage Form shows which autos are covered autos)	00.000.049;11 0400.0004	ACCIDENT OR LOSS	12.4g/2007/AB	
LIABILITY	7	\$	1,000,000 CSL	\$	26,541
PERSONAL INJURY PROTECTION (P.I.P.	7	\$	See CA 2264 (7/2008)	\$	405
AUTO MEDICAL PAYMENTS		\$		\$	
UNINSURED/UNDERINSURED MOTORIS	TS 10	\$.	00,000 CSL (BI & PD)	\$	1,180
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FORMS AND ENDORSEMENTS CONTAINED IN	THIS POLICY AT ITS INCEPTION		PREMIUM FOR ENDOR	SEMENTS \$	
			PREMIUM DISCOUNT A	AMOUNT \$	
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Only those autos described in Item 1	Three of the Declarations wit	th Liability	ANTI-THEFT ASSESSM	IENT \$	12
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NOTICE: A fee of \$ 12	is payable in addition to	o the premium due ur	der this policy. This fee	reimburses the	
insurer, as permitted by 28 TAC §5	 10 17	Ø 1286	tor vehicle year require		
Automobile Burglary and Theft Pre-	vention Authority under Τε	exas Civil Statutes, Ar	ticle 4413(37), §10, wh	ich was effective	
on June 6, 1991, and revised effect	THE STATE OF THE STATE OF THE SECTION OF THE SECTIO				
Specialty Insurance Mai Countersigned At Austin, TX	nagers, Inc.	Ву			
Witness whereof, we have caused this poli	icy to be executed and attested.		AUTHORIZED SI	GNATURE	
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		_		\$4 E/A	WECC.16
VI-5596 (01/2013) Secretar	У		President		

SCHEDULE OF FORMS AND ENDORSEMENTS AT POLICY INCEPTION

POI	ICY#	73 APS 06	62435
INS	URED	RIATA CA	ATTLE COMPANY, INC.
EFF	ECTIVE	01/15/201	6 12:01 AM
	M 4600a	04/2003	Commercial Policy Jacket
	M 5596	01/2013	Business Auto Coverage Declarations
	M 4572	12/1994	Schedule of Forms and Endorsements at Policy Inception
	M 5171	06/2004	Schedule of Covered Autos
	CA 0001	03/2010	Business Auto Coverage Form
	M 3912b	08/2001	Stated Amount Insurance
	CA 2109	05/2013	Uninsured/Underinsured Motorists Insurance
	CA 2264	07/2008	Personal Injury Protection Endorsement -Texas
	CA 9944	12/1993	Loss Payable Clause
	M 5479	04/2010	Towing and Storing Costs
	CA 9995	12/2001	Supplementary Death Benefit
	M 5399	08/2013	Texas Changes and Cancellation or Non-Renewal Endorsement
	CA 0196	03/2010	Texas Changes
	M 5619	04/2011	Important Notice

SCHEDULE OF COVERED AUTOS

M-5171 (06/2004)

POLICY NUMBER: 73 APS 062435 EFFECTIVE DATE: 01/15/2016 12:01 AM

NAMED INSURED: RIATA CATTLE COMPANY, INC.

Policy-Level Coverages	The premium charge for Uninsured Motorist Coverage is a policy charge;
Uninsured Motorist Coverage:	separate premium charges are not made for individual covered autos.
Underinsured Motorist Coverage:	
Other:	

Other:								
	Year	Make & Model	VIN	Use* (C/S/R)	Radius	Garaging Territory	Garaging City, State	GVW or Seating Cap.
Vehicle#	Liability Premium	Medical Payments Premium	Personal Injury Protection Premium	Additio	nal Insured P	remium	In-Tow Premium	Cargo Premium
	Stated Limit or ACV	Specified Causes (S) or Comprehensive (C)	Specified Causes or Comprehensive Premium	Specified Causes or Comprehensive Deductible		Collision Premium	Collision Deductible	
1	2000	PETERBILT TRACTOR	1XP5DB9X2YD504459	С	Unlimited Radius	356	LYFORD, TX	45,001 Lbs.
ľ	8,043		123					<u> </u>
	30,000	С	Incl		1000 Ded		2,599	1000 Ded
2	2004	WILSON TRAILER	1W1UCSYJX4D528120	С	Unlimited Radius	356	LYFORD, TX	45,001 Lbs.
ľ	804		12					·
	34,000	С	Incl		1000 Ded		2,020	1000 Ded
3	2014	WILSON TRAILER	1W16502A9E5544434	С	Unlimited Radius	356	LYFORD, TX	45,001 Lbs.
İ	804		12					·
	60,000	С	Incl		1000 Ded		3,454	1000 Ded
4	2015	PETERBILT TRACTOR	1NPXGGGG40D280142	С	Unlimited Radius	356	LYFORD, TX	45,001 Lbs.
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	154,490	С	Incl		1000 Ded		12,269	1000 Ded
5	2015	PETERBILT TRACTOR	1NPXGGGG20D280141	С	Unlimited Radius	356	LYFORD, TX	45,001 Lbs.
ľ	8,043		123					'
	152,940	С	Incl		1000 Ded		12,146	1000 Ded
6	2016	WILSON TRAILER	1W16502A9G5550253	С	Unlimited Radius	356	LYFORD, TX	45,001 Lbs.
ľ	804		12					'
	72,806	С	Incl		1000 Ded		4,024	1000 Ded
		*Use (C = Commercial S = Service	D = Detail)					
		*Use (C = Commercial, S = Service,	K - KETAII J					

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COMMERCIAL AUTO CA 00 01 03 10

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol		Description Of Covered Auto Designation Symbols
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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CA 00 01 03 10

19 Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insur-

ance Law Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy **Begins**

- 1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And **Temporary Substitute Autos**

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

- 1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. "Mobile equipment" while being carried or towed by a covered "auto".
- 3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as nofault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions

B. Exclusions

This insurance does not apply to any of the follow-

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

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4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity;
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business: or
- **b**. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- **b.** Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto":
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

 We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles. However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto".
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

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b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- 3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speedmeasurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.
- 5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto";

- Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs
 a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - The actual cash value of the damaged or stolen property as of the time of the "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- **b.** Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - **(4)** Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- **c.** If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised val-

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
 - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 - Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

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Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto"

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 - 1. A lease of premises:
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or

- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning:
 - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 - Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense";

to which this insurance applies, are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

STATED AMOUNT INSURANCE

M-3912b (8/2001)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

TRUCKERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below, and applies only to those vehicles and coverages indicated below or as may be subsequently added to the policy by endorsement and for which physical damage coverage is afforded and for which a limit of liability is indicated. Vehicle numbers refer to the vehicle number and corresponding vehicle described in the schedule of automobiles attached to this policy.

VEHICLE NUMBER	LIMIT OF LIABILITY	DEDUCTIBLE	COVERAGE
See M-5171		\$	☐ Collision
(06/2004)	\$	\$	☐ Comprehensive ☐ Specified Causes of Loss

For a covered auto described in this endorsement:

BUSINESS AUTO COVERAGE FORM - SECTION III - PHYSICAL DAMAGE COVERAGE - SUBSECTION C - LIMIT OF INSURANCE and SUBSECTION D - DEDUCTIBLE or TRUCKERS COVERAGE FORM - SECTION IV - PHYSICAL DAMAGE SUBSECTION C - LIMITS OF INSURANCE and SUBSECTION D - DEDUCTIBLE are changed to read:

C. - Limit of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The limit of liability shown in the schedule of this endorsement for the involved "auto", or
 - b. The actual cash value of the damaged or stolen "auto" as of the time of the "loss", or
 - c. The cost of repairing or replacing the damaged or stolen "auto" with another of like kind or quality,

less the applicable deductible.

- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. - Deductible

For each covered "auto", our obligation to pay for, repair, return or replace the damaged or stolen auto will be reduced by the applicable deductible shown in this endorsement.

BUSINESS AUTO COVERAGE FORM - SECTION IV - BUSINESS AUTO CONDITIONS - SUBSECTION A.4 - LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES or TRUCKERS COVERAGE FORM - SECTION V - TRUCKERS CONDITIONS - SUBSECTION A.4 - LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES is changed to read:

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace the damaged or stolen "auto";
- b. Return the stolen "auto", at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen "auto" at an agreed or appraised value. If we pay either the scheduled limit of liability for that "auto" or its actual cash value, we are entitled to all salvage.

If we pay for the "loss", we will also include payment of the applicable sales tax for the damaged or stolen "auto".

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name National Liability & Fire Insurance Company	Policy Number 73 APS 062435
	Endorsement Effective 01/15/2016 12:01 AM
Named Insured RIATA CATTLE COMPANY, INC.	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)
01/26/2016 17:07 105095F6-A46B-46F0-9200-50444B59660A

M-3912b (8/2001)

POLICY NUMBER: 73 APS 062435 COMMERCIAL AUTO
CA 21 09 05 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS UNINSURED/UNDERINSURED MOTORISTS COVERAGE

For a "covered auto" licensed or principally garaged in, or "garage operations" conducted in, Texas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Named Insured: RIATA CATTLE COMPANY, INC.

Endorsement Effective Date: 01/15/2016 12:01 AM

SCHEDULE

		Limit Of Insurance
\$	See M 5596 (01/2013)	Each "Accident"
Ir	formation required to complete this Schedu	le, if not shown above, will be shown in the Declarations.

A. Coverage

- 1. We will pay damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury" sustained by an "insured" or "property damage" caused by an "accident". The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph d. of the definition of "uninsured motor vehicle", we will pay under this coverage only if a. or b. below applies:
 - The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph d. of the definition of "uninsured motor vehicle", and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
- 3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us. If we and the Named Insured do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue will be on us.

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B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are insureds:
 - a. The Named Insured and any "family member".
 - **b.** Any other person "occupying" a "covered auto"
 - c. Any person or organization for damages that person or organization is entitled to recover because of "bodily injury" sustained by a person described in a. or b. above.
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. The Named Insured for "property damage" only.
 - b. Any person "occupying" a "covered auto".
 - c. Any person or organization for damages that person or organization is entitled to recover because of "bodily injury" sustained by a person described in b. above.

C. Exclusions

- 1. We do not provide Uninsured/Underinsured Motorists Insurance:
 - a. For "bodily injury" sustained by:
 - (1) An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a "covered auto" for Uninsured/Underinsured Motorists Coverage under this coverage form;
 - (2) Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a "covered auto" for Uninsured/Underinsured Motorists Coverage under this coverage form; or
 - (3) Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured/Underinsured Motorists Coverage on a primary basis under any other coverage form or policy.
 - b. For any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an owner or operator of a vehicle described in Paragraph d. of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph A.2.b.

- c. For any person for the first \$250 of the amount of damage to the property of that person as the result of any one "accident".
- d. For the use of a vehicle without a reasonable belief that the person using the vehicle is entitled to do so. This exclusion does not apply to an individual Named Insured or a "family member" while using a "covered auto".
- e. For any person for "bodily injury" or "property damage" resulting from the intentional acts of that person.
- 2. This coverage shall not apply directly or indirectly to benefit:
 - Any insurer or self-insurer under any workers' compensation, disability or similar law.
 - b. Any insurer of property.

D. Limit Of Insurance

- Regardless of the number of "covered autos",
 "insureds", policies or bonds applicable, claims
 made or vehicles involved in the "accident", the
 most we will pay for all damages resulting from
 any one "accident" is the limit of
 Uninsured/Underinsured Motorists Coverage
 shown in the Schedule or Declarations. Subject
 to this maximum, our limit of liability will be the
 lesser of:
 - a. The difference between the amount of a covered "insured's" damages for "bodily injury" or "property damage" and the amount paid or payable to that covered "insured" for such damages, by or on behalf of persons or organizations who may be legally responsible; or
 - **b.** The applicable limit of liability for this coverage.
- 2. In order to avoid insurance benefits payments in excess of actual damages sustained, subject to only the limits set out in the Schedule or Declarations and other applicable provisions of this coverage, we will pay all covered damages not paid or payable under any:
 - Workers' compensation, disability benefits or similar law;
 - b. Automobile Medical Payments Coverage;
 - c. Personal Injury Protection Coverage.
- Any payment under this coverage to or for an "insured" will reduce any amount that "insured" is entitled to recover for the same damages under this policy's Liability Coverage.

- 4. Special Provisions For Property Damage For any "property damage" "loss" to which the Physical Damage Coverage of this policy (or similar coverage from another policy) and this coverage both apply, the Named Insured may choose the coverage from which damages will be paid. Such Named Insured may recover under both coverages, but only if:
 - a. Neither one by itself is sufficient to cover the "loss";
 - The Named Insured pays the higher deductible amount (but the Named Insured does not have to pay both deductibles); and
 - **c.** The Named Insured will not recover more than the actual damages.

E. Changes In Conditions

The Conditions of the policy are changed for Uninsured/Underinsured Motorists Insurance as follows:

- 1. The reference in Other Insurance Condition in the Business Auto and Garage Coverage Forms and Other Insurance Primary And Excess Insurance Provisions Condition in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" is replaced by the following:

 If there is other applicable similar insurance, we will pay only our share of the "loss". Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible insurance.
- Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved.
 - **b.** Promptly send us copies of the legal papers if a "suit" is brought.
 - c. Take reasonable steps after "loss" to protect the "covered auto" and its equipment from further "loss". We will pay all reasonable expenses incurred to do this.

- d. Permit us to inspect and appraise the damaged property before its repair or disposal.
- e. Promptly notify us in writing of a tentative settlement between an "insured" and the insurer of the vehicle described in Paragraph d. of the definition of "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle.
- Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights under this provision do not apply

Our rights under this provision do not apply with respect to a tentative settlement between an "insured" and the insurer of an owner or operator of a vehicle described in Paragraph d. of the definition of "uninsured motor vehicle" if we:

- Have been given written notice of a tentative settlement between the "insured" and the insurer of the "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount an "insured" is entitled to recover under the provisions of Uninsured/Underinsured Motorists Coverage; and
- b. We also have the right to recover the advanced payment.

4. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. However, at any time prior to the arbitrators' decision, either party may revoke the agreement to arbitrate the matter.

F. Additional Definitions

The following are added to the Definitions Section and have special meaning for Uninsured/Underinsured Motorists Insurance:

- 1. "Covered auto" means an "auto":
 - a. Owned or leased by the Named Insured; or
 - b. While temporarily used as a substitute for an owned "covered auto" that has been withdrawn from normal use because of its breakdown, repair, servicing, "loss" or destruction.
 - Liability coverage of this policy must apply to the "covered auto".
 - "Covered auto" includes "autos" (described in a. or b. above) for which Uninsured/Underinsured Motorists
 - Insurance has not been rejected in writing.
- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child
- "Occupying" means in, upon, getting in, on, out or off.

- **4.** "Property damage" means injury to or "loss" of use or destruction of:
 - a. A "covered auto";
 - Property owned by the Named Insured or any "family member" of an individual Named Insured while contained in a "covered auto";
 - c. Property owned by any other person "occupying" the "covered auto" while contained in the "covered auto"; and
 - d. Any property owned by the Named Insured or "family member" of an individual Named Insured while contained in any "auto" not owned, but being operated, by such individual Named Insured or any "family member" of the individual Named Insured.
- 5. "Uninsured motor vehicle" means a land motor vehicle or "trailer" of any type:
 - a. To which no liability bond or policy applies at the time of the "accident".
 - b. Which is a hit-and-run vehicle whose operator or owner cannot be identified. The vehicle must hit an "insured", a "covered auto" or a vehicle an "insured" is "occupying".
 - c. To which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company denies coverage or is or becomes insolvent.
 - d. Which is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies at the time of the accident, but its limit of liability either:
 - Is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages; or
 - (2) Has been reduced by payment of claims to an amount which is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

- Owned by or furnished or available for the regular use of the Named Insured or a "family member" of an individual Named Insured:
- **b.** Owned or operated by a self-insurer under an applicable motor vehicle law;

c. Owned by any governmental body unless the operator of the vehicle is uninsured and there is no statute imposing liability for damage because of "bodily injury" or "property damage" on the governmental body for an amount not less than the Limit of Insurance for this coverage;

- d. Operated on rails or crawler treads;
- e. Designed mainly for use off public roads while not on public roads; and
- **f.** While located for use as a residence or premises.

CA 21 09 05 13

POLICY NUMBER: 73 APS 062435 **COMMERCIAL AUTO** CA 22 64 07 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS PERSONAL INJURY PROTECTION **ENDORSEMENT**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Texas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

	Limit Of Insurance (Each Insured)		Premium
;	2,500	\$	405
5	·	\$	
\$		\$	
\$		\$	
	Description Of Covered Autos (check appropriate box):	
	Any "auto" owned by you.		
	Any private passenger "auto" owned by you.		
	Any motor vehicle to which are attached dealer's licen:	se plates issued to	you.
х	Any motor vehicle designated in the Declarations of th ownership of which is acquired during the policy period		

A. Coverage

CA 22 64 07 08

We will pay Personal Injury Protection benefits because of "bodily injury" resulting from a motor vehicle "accident" and sustained by a person "insured". Our payment will only be for "losses" or expenses incurred within three years from the date of the "accident".

Personal Injury Protection benefits consist of:

1. Necessary expenses for medical and funeral services.

- 2. 80% of an "insured's" loss of income from employment. These benefits apply only if, at the time of the "accident", the "insured":
 - a. Was an income producer; and
 - b. Was in an occupational status.

These benefits do not apply to any "loss" after the "insured" dies.

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Loss of income is the difference between:

- a. Income which would have been earned had the "insured" not been injured; and
- The amount of income actually received from employment during the period of disability.

If the income being earned as of the date of the "accident" is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the "accident" shall be used.

- Reasonable expenses incurred for obtaining services. These services must replace those an "insured" would normally have performed:
 - a. Without pay;
 - b. During a period of disability; and
 - **c.** For the care and maintenance of the family or household.

These benefits apply only if, at the time of the "accident", the "insured":

- a. Was not an income producer; and
- **b.** Was not in an occupational status. These benefits do not apply to any "loss" after the "insured" dies.

B. Who Is An Insured

- You or any "family member" while "occupying" or when struck by any "auto".
- Anyone else "occupying" a "covered auto" with your permission.

C. Exclusions

We will not provide Personal Injury Protection Coverage for any person for "bodily injury" sustained:

- 1. In an "accident" caused intentionally by that person.
- By that person while in the commission of a felony.
- **3.** By that person while attempting to elude arrest by a law enforcement official.
- While "occupying" or when struck by, any motor vehicle (other than a "covered auto") which is owned by you.
- By a "family member" while "occupying" or when struck by any motor vehicle (other than a "covered auto") which is owned by a "family member".

D. Limit Of Insurance

Regardless of the number of owned "covered autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" in any one "accident" is the limit of Personal Injury Protection shown in the Schedule or in the Declarations

E. Changes In Conditions

 The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

However, our rights only apply against a person causing or contributing to the "accident" if, on the date of the "loss", the minimum limits required by Texas law have not been established for a motor vehicle involved in the "accident" and operated by that person.

2. The reference in the Other Insurance Condition in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions Condition in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" is replaced by the following: If there is other Personal Injury Protection Insurance, we will pay only our share. Our share is the proportion that our Limit Of Insurance bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible Personal Injury Protection Insurance.

3. The following Conditions are added:

a. Payment Provision

Loss Payments. Benefits are payable:

- (1) Not more frequently than every two weeks; and
- (2) Within 30 days after satisfactory proof of claim is received.

b. Assignment Of Benefits

Payments for medical benefits will be paid directly to a physician or other health care provider if we receive a written assignment signed by the covered person to whom such benefits are payable.

F. Additional Definitions

The following are added to the **Definitions** Section and have special meaning for Personal Injury Protection:

- 1. "Covered auto" means an "auto":
 - a. Owned or leased by you; or

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CA 22 64 07 08

 While temporarily used as a substitute for an owned "covered auto" that has been withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction

Liability coverage of this policy must apply to the "covered auto".

"Covered auto" includes "autos" (described in Paragraphs a. and b. above) for which Personal Injury Protection coverage has not been rejected in writing.

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- **3.** Occupying" means in, upon, getting in, on, out or off.

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73 APS 062435 COMMERCIAL AUTO
CA 99 44 12 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- **B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- **C.** We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

Policy Number 73 APS 062435

Company National Liability & Fire Insurance Company

Insured RIATA CATTLE COMPANY, INC.

Effective Dates 01/15/2016 12:01 AM to 01/15/2017 12:01 AM

Secured Party ANCHOR ACCEPTANCE CORPORATION

P.O BOX 860

DAKOTA DUNES, SD 57049

The Coverage described below applies only to those autos listed below.

Veh#	Year, Make, Model	VIN	Limit of Insurance	Comp Deduct	Spec C of L Deduct	Collision Deduct
3	2014 WILSON TRAILER	1W16502A9E5544434	60,000	1,000		1,000

73 APS 062435 COMMERCIAL AUTO
CA 99 44 12 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- **B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- **C.** We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

Policy Number 73 APS 062435

Company National Liability & Fire Insurance Company

Insured RIATA CATTLE COMPANY, INC.

Effective Dates 01/15/2016 12:01 AM to 01/15/2017 12:01 AM

Secured Party FIRST COMMUNITY BANK 77 SUNSHINE STRIP HARLINGEN, TX 78550

The Coverage described below applies only to those autos listed below.

Veh#	Year, Make, Model	VIN	Limit of Insurance	Comp Deduct	Spec C of L Deduct	Collision Deduct
5	2015 PETERBILT TRACTOR	1NPXGGGG20D280141	152,940	1,000		1,000

73 APS 062435 COMMERCIAL AUTO
CA 99 44 12 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- **B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- **C.** We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

Policy Number 73 APS 062435

Company National Liability & Fire Insurance Company

Insured RIATA CATTLE COMPANY, INC.

Effective Dates 01/15/2016 12:01 AM to 01/15/2017 12:01 AM

Secured Party FIRST COMMUNITY BANK 806 S. 77 SUNSHINE STRIP HARLINGEN, TX 78550

The Coverage described below applies only to those autos listed below.

Veh#	Year, Make, Model	VIN	Limit of Insurance	Comp Deduct	Spec C of L Deduct	Collision Deduct
4	2015 PETERBILT TRACTOR	1NPXGGGG40D280142	154,490	1,000		1,000

M-5479 (04/2010)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOWING AND STORING COSTS

The following modifies the Coverage Extensions under Physical Damage Coverage:

In the event of a "loss" to a covered "auto" to which this policy's Physical Damage Coverage applies, we will pay the necessary and reasonable incurred cost of towing the covered "auto" to the nearest facility capable of making the necessary repairs or to another location if we agree upon that location prior to towing. We will also pay the necessary and reasonable incurred cost of storing the covered "auto" for the time required to adjust the claim, subject to a maximum time in storage of 30 days.

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number
National Liability & Fire Insurance Company	73 APS 062435
Hational Elability & Fire insurance company	Endorsement Effective
	01/15/2016 12:01 AM
Named Insured	Countersigned by
RIATA CATTLE COMPANY, INC.	

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

M-5479 (04/2010)

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POLICY NUMBER: 73 APS 062435 COMMERCIAL AUTO
CA 99 95 12 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS SUPPLEMENTARY DEATH BENEFIT

This endorsement modifies insurance provided under the following:

MEDICAL PAYMENTS COVERAGE
PERSONAL INJURY PROTECTION COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Endorsement Effective:	Countersigned By:
01/15/2016 12:01 AM	
Named Insured:	
RIATA CATTLE COMPANY, INC.	(Authorized Representative)

A. COVERAGE

We will pay under the provisions of personal injury protection insurance and/or medical payments insurance as afforded by this policy except as limited by this endorsement.

We will pay a supplementary death benefit equal to the limit shown for the coverages but not exceeding ten thousand dollars (\$10,000) per person because of death:

- 1. Caused by an "auto" "accident"; and
- Sustained by an "insured" while wearing a "seat belt" or protected by an "airbag".

 We will pay the benefit if death from an "auto" "accident" occurs within three years of the date of such "accident".

B. PROOF OF CLAIM FOR DEATH BENEFIT

The "beneficiary" must furnish us with proof of death of the "insured", accompanied by a police report or other suitable proof, that the "insured" at the time of the "auto" "accident" was wearing a "seat belt" or protected by an "air bag".

C. OTHER INSURANCE

CA 99 95 12 01

Any amounts payable under the supplementary death benefit shall not be reduced by any other amounts paid or payable under this policy.

D. ADDITIONAL DEFINITIONS

The following are added to the **Definitions** Section and have special meaning for Supplementary Death Benefit:

- "Insured" as used in this endorsement means the same persons who are covered under auto medical payments insurance, personal injury protection insurance, and/or garage auto medical payments.
- "Seat Belt" means manual or automatic safety belts or seat and shoulder restraints or a child restraint device.
- "Airbag" is a functioning airbag designed to protect the occupant of a seat in an "auto".
- **4.** "Beneficiary" means (in order of priority of payment):
 - The surviving spouse if a resident in the same household as the deceased at the time of the "accident", or
 - b. If the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the "accident", or
 - c. The estate of the deceased.

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M-5399 (08/2013)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. Paragraphs 2. and 5. of the Cancellation Common Policy Condition are replaced by the following:
 - 2. We may cancel this policy:
 - a. By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
 - b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
 - (1) If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
 - (2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (a) Fraud in obtaining coverage:
 - (b) Failure to pay premiums when due:
 - (c) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (d) Loss of reinsurance covering all or part of the risk covered by the policy; or
 - (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
 - c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
 - (1) If this policy has been in effect for less than 90 days, we may cancel this policy for any reason.
 - (2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel this policy, only for the following reasons:
 - (a) If the first Named Insured does not pay the premium or any portion of the premium when due;
 - (b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas:
 - (c) If the Named Insured submits a fraudulent claim; or
 - (d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.
 - 5. If this policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to the policy minimum premium. The cancellation will be effective even if we have not made or offered a refund.

B. The following condition is added	В.	The	following	condition	is	added
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Nonrenewal

- 1. We may elect to renew this policy except that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
- 2. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
01/15/2016 12:01 AM	
Named Insured:	
RIATA CATTLE COMPANY, INC.	(Authorized Representative)

COMMERCIAL AUTO CA 01 96 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Texas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Physical Damage Coverage

- The following exclusion is added to Paragraph B. Exclusions in the Physical Damage Coverage Section:
 - We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.
- Paragraphs C.3. and C.4. of the Limit Of Insurance Provision under Physical Damage Coverage do not apply.
- 3. Paragraph D. Deductible in the Physical Damage Coverage Section is amended by the addition of the following: At the mutual agreement of you and us, we will not apply the deductible to "loss" to glass, if the glass is repaired rather than replaced.
- **B.** Changes In Conditions

The following condition is added:

Claim-handling Procedures

- 1. Within 15 days after we receive written notice of a claim, we will:
 - a. Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
 - b. Begin any investigation of the claim; and

- c. Specify the information you must provide in accordance with Paragraph b. of the Duties Condition.
- We may request more information at a later date, if during the investigation of the claim such additional information is necessary.
- 2. After we receive the information we request, we will notify you in writing as to whether:
 - a. The claim will be paid;
 - **b.** The claim has been denied, and inform you of the reasons for denial;
 - c. More information is necessary; or
 - d. We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in

- 2.a. through 2.d. above, within:
- a. 15 "business days"; or
- **b.** 30 days if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

- 3. If a claim results from a weather-related catastrophe or a major natural disaster as defined by the Texas Department of Insurance, the claim-handling deadlines described above are extended for an additional 15 days.
- **4.** If we notify you that we will pay your claim, or part of your claim, we will pay within five "business days" after we notify you.

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However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms under this policy, we will make payment within five "business days" after the date you have complied with such terms.

- 5. We will notify you in writing of:
 - a. An initial offer to compromise or settle a claim made or "suit" brought against any insured under the Liability Coverage Section of this policy. The notice will be given no later than the 10th day after the date on which the offer is made.
 - b. Any settlement of a claim made or "suit" brought against the "insured" under the Liability Coverage Section of this policy. The notice will be given not later than the 30th day after the date of settlement.

As used in this condition, business day means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

C. Changes In Uninsured/Underinsured Motorists Coverage

All references to "Uninsured Motorists Coverage" in the title or text of any coverage form or endorsement thereto are changed to read "Uninsured/Underinsured Motorists Coverage".

D. Changes In Trailer Interchange Coverage
 The following exclusion is added to Paragraph

 B.1. Exclusions of Section III – Trailer Interchange Coverage in the Motor Carrier and
 Truckers Coverage Forms:

We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

Texas Controlled Substance Act

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call National Liability & Fire Insurance Company's toll-free number for information or to make a complaint at:

1-800-356-5750

You may also write to National Liability & Fire Insurance Company at:

National Liability & Fire Insurance Company 1314 Douglas Street, Suite 1400 Omaha, NE 68102-1944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104 Austin, TX 78714-9104 Fax# (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact National Liability & Fire Insurance Company first. If the dispute is not resolved you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de National Liability & Fire Insurance Company para informacion o para someter una queja al:

1-800-356-5750

Usted tambien puede escribir a National Liability & Fire Insurance Company:

National Liability & Fire Insurance Company 1314 Douglas Street, Suite 1400 Omaha, NE 68102-1944

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, cobeturas, derechos or quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104 Austin, TX 78714-9104 Fax# (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, deba comunicarse con National Liability & Fire Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este a aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.